

# LEBANON

## TECHNICAL COOPERATION

Agreement signed at Beirut May 29, 1951; entered into force December 13, 1951.

### GENERAL AGREEMENT FOR TECHNICAL COOPERATION UNDER POINT-4 PROGRAM BETWEEN THE UNITED STATES OF AMERICA AND LEBANON

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The Government of the United States of America on the one part, and

The Government of Lebanon

on the other,

Desiring to cooperate in the interchange of technical knowledge and skills with a view to the attainment of higher standards of economic development and social welfare and the promotion of international understanding and goodwill,

Having both accepted resolution No. 304 (IV) adopted by the General Assembly of the United Nations on November 15, 1949,<sup>(1)</sup> approving the Economic and Social Council Resolution No. 222 (IX) on technical assistance for economic development and the guiding principles for rendering such assistance,

Have agreed as follows:

#### ARTICLE 1

The Government of the United States of America and the Government of Lebanon undertake to cooperate with each other in the interchange of technical knowledge and skills and in related technical activities designed to contribute to the balanced and integrated development of the economic resources and productive capacities of Lebanon.

#### ARTICLE 2

The Government of the United States of America agrees to:

A- Furnish, to an extent subsequently to be agreed upon, services of technical experts and pay their salaries and allowances as well as their transport costs from and to the United States.

B- Provide for training in the United States or elsewhere of Lebanese nominated by the Lebanese Government under arrangements covering the program of training and the payment of expenses as may be agreed upon by the two Governments in individual cases.

C- Supply, to an extent subsequently to be agreed upon, equipment and materials necessary to the effectiveness of the experts' work but purchasable only with United States dollars.

#### ARTICLE 3

The Government of Lebanon, in order to bear a fair share of the cost of the program, agrees to:

A- Provide adequate office facilities, office equipment and supplies, secretarial interpreter-translator and related assistance necessary to the successful implementation of the projects.

B- Pay costs of land, buildings, improvements, local materials and labor necessary to the effectiveness of the experts' work.

C- Pay transport, communication costs and such other expenses of American experts within Lebanon as may be agreed upon by the two Governments in particular circumstances.

D- Assign appropriate technicians and whatever other Lebanese staff is justified by the project, to work with United States technicians.

E- Pay such costs as may be agreed upon by the two Governments in connection with training provided for in Article 2 (B).

#### ARTICLE 4

The Government of Lebanon will endeavor to coordinate this program with other related technical cooperation programs in Lebanon. It will further facilitate cooperation in the mutual exchange of technical knowledge and skills with other friendly nations which may have technical cooperation programs similar to that carried on under this agreement.

#### ARTICLE 5

All employees of the Government of the United States of America assigned to duties in Lebanon under this Agreement and accompanying members of their families shall be exempt from: (1) Income and social security taxes with respect to salaries and emoluments paid to them by the Government of the United States of America and to any non-Lebanese income upon which they are obliged to pay income or social security taxes to the Government of the United States of America. (2) Customs and import duties on personal, household and professional effects and supplies including one personal automobile, on certificate being furnished, by such employees, to the effect that these effects and supplies are for the personal use and consumption of such employees and members of their families.

Duty is liable to be paid in respect of any such article imported without payment of duty and sold or disposed of within three years, but there shall be no liability if such articles are exported within the period. Any materials and equipment introduced into Lebanon by the Government of the United States of America pursuant to this Agreement shall be exempt from taxes, customs and import duties.

#### ARTICLE 6

The Governments of the United States of America and of Lebanon will endeavor to give full publicity to the objectives and progress of the technical cooperation programs carried on under this Agreement. They will make public in their respective countries, not less frequently than once a year, periodic reports on the technical cooperation programs carried on pursuant to this Agreement. Such reports shall include information as to the use of funds, materials, equipment and services. They will mutually exchange information regarding other technical assistance programs which have been or are being

requested of other countries or of international organizations by either party to this Agreement.

#### ARTICLE 7

For carrying out particular projects under this Agreement, subsidiary written arrangements or understandings may be agreed upon by the duly designated representatives of Lebanon and of the Technical Cooperation Administration of the United States of America, or by other persons, agencies, or organizations designated by the Governments.

#### ARTICLE 8

1. This Agreement shall enter into force on the day on which it is duly ratified by the Government of Lebanon.<sup>[2]</sup> It shall remain in force until three months after either Government shall have given notice in writing to the other of intention to terminate the Agreement.

2. If, during the life of this Agreement, either Government should consider that there should be an amendment thereof, it shall so notify the other Government in writing and the two Governments will thereupon consult with a view to agreeing upon the amendment.

3. Subsidiary arrangements or understandings which may be agreed upon may remain in force beyond any termination of this Agreement, in accordance with such arrangements as the two Governments may make.

4. This Agreement is complementary to and does not supersede existing agreements between the two Governments except insofar as other agreements are inconsistent herewith.

Done in Beirut on the twenty ninth day of May 1951 in duplicate in Arabic and English Languages, both texts being equally authentic.

For the Government of the  
United States of America  
John H. Bruins

For the Government of  
Lebanon  
H. Oueini

1. U.N. doc. A/1251, Dec. 28, 1949.

2. Dec. 18, 1951.

## SPECIAL ECONOMIC ASSISTANCE

Agreement between the  
UNITED STATES OF AMERICA  
and LEBANON

Effected by Exchange of Notes

Signed at Beirut June 11 and 18, 1954

Entered into force June 18, 1954

*The American Ambassador to the Lebanese Minister of Foreign Affairs*

*THE FOREIGN SERVICE*

*OF THE*

*UNITED STATES OF AMERICA*

*No. 1448 American Embassy*

*Beirut, June 11, 1954.*

EXCELLENCY:

I have the honor to refer to the Point IV General Agreement for Technical Cooperation of May 29, 1951, [<sup>(1)</sup>] ratified by Parliament on December 13, 1951, and to the two supplementary agreements signed on December 24, 1951, [<sup>(2)</sup>] and June 26, 1952, [<sup>(3)</sup>] as well as to recent conversations between representatives of our two Governments concerning assistance by my Government, designed to promote the economic development of Lebanon. My Government is prepared, in accordance with the following understandings, both to continue furnishing assistance to Lebanon provided for by the Point IV General Agreement for technical cooperation between our two Governments, and to complement this assistance with additional special economic assistance for this purpose.

1. The furnishing of any economic or technical assistance by the Government of the United States to the Government of Lebanon under this agreement will be based on requests to be made by the Government of Lebanon and approved by the Government of the United States legislation regarding foreign assistance.
2. In order to provide maximum benefits to the people of Lebanon from such assistance, our two Governments will cooperate to assure that such commodities or services as may be furnished for use under this agreement will be procured at reasonable prices and on reasonable terms, and will be distributed and utilized in Lebanon in furtherance of the purposes of this agreement and on terms and conditions acceptable to both Governments.
3. It is understood that the Government of Lebanon, in consonance with its primary sovereign responsibility for the economic development of Lebanon, will assume an

effective share of the costs of this joint program as may be mutually arranged between the two Governments, and that the contemplated assistance on the part of the Government of the United States will be designed to supplement rather than to replace the expenditures assumed by the Government of Lebanon.

4. The Government of Lebanon will furnish to the Government of the United States such information and data as may be necessary to facilitate consideration of assistance proposals made by the Government of Lebanon and evaluation of the effectiveness of assistance furnished, and shall give publicity to these programs of assistance as provided in Article 6 of the Point IV General Agreement for Technical Cooperation.

5. It is understood that this agreement is complementary to and does not supersede any existing agreements between our two Governments.

I have the honor to propose, if these understandings are acceptable to your Government, that this note, including the attached annex, and your Excellency's note concurring therewith constitute an agreement between our two Governments, to enter into force on the date of your Excellency's reply and to remain in force until three months after receipt by either Government of written notification by the other of intention to terminate the agreement.

Accept, Excellency, the renewed assurances of my highest consideration.

Raymond A. Hare

American Ambassador

Enclosure:

Annex to Economic and Technical

Assistance Agreement Proposed

For Negotiation with Lebanon.

His Excellency

Alfred Bey Naccache,

*Minister of Foreign Affairs,*

*Republic of Lebanon.*

[Annex]

1. The responsibilities of the Government of the United States in Lebanon in connection with this program will be carried out by designated representatives (including contract personnel engaged in activities under this agreement) who will be accorded privileges and immunities specified in Article 5 of the Point IV General Agreement for Technical Cooperation between the two Governments of May 29, 1951. The Government of Lebanon will further give full cooperation to such representatives, including the provision

of facilities necessary for observation of operations pursuant to this agreement and the use of assistance furnished under it.

2. (a) The two Governments will enter into discussions concerning the effective share of the program to be assumed by the Government of Lebanon pursuant to Paragraph 3 of this Agreement and the methods by which this undertaking will be carried out including, as may be appropriate, the direct expenditures or contributions to be made by the Government of Lebanon for program operations and for administrative and related expenses of the joint program.

(b) Should any equipment, commodities or services provided on a grant basis for use in projects under this agreement or for any other related purposes mutually agreed upon be sold in Lebanon the Government of Lebanon will, without prejudice to additional arrangements under subparagraph (a) above, establish a special account, and will deposit to this account, upon receipt, the local currency accruing to it from the sale of such commodities or services or otherwise accruing to it from the sale of such commodities or services or otherwise accruing to it as a result of the import of such commodities or services. such account shall be drawn upon to cover local currency requirements of the United States Government for administrative and operating expenditures incident to the furnishing of assistance under this agreement. The Government of the United States will from time to time notify the Government of Lebanon of such local currency requirements and the Government of Lebanon will thereupon make such sums available from the special account in the manner requested by the Government of the United States in the notification. Subject to the foregoing requirements, the special account may be drawn upon for such local currency costs of program operations under this agreements as may be agreed to from time to time by the two Governments.

3. The Government of Lebanon will so deposit, segregate, or assure title to all funds allocated to or derived from any program involving the use of contributions by the Government of the United States that such funds shall not be subject to garnishment, attachment, seizure, or other legal process by any firm, agency, corporation, organization or government. 1400

*1400 U.S. Treaties and Other International Agreements [5 UST]*

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*Translation*

*The Republic of Lebanon*

*Ministry of Foreign Affairs*

*And Emigrants*

No. 13775/0/

Excellency:

I have the honor of acknowledging receipt of your letter No. 1448, dated June 11, 1954, reading as follows:

[For the English language text of the note, see ante, p. 1393,]

I wish to inform you of the approval of the Government of Lebanon of the contents of your above-mentioned letter, and I request you kindly to consider the said letter together with the attached annex<sup>(4)</sup> and this my answer in approval, as an agreement between our two Governments, entering into force on today's date, and remaining so for three months after receipt by either of the two Governments from the other, of a written notification indicating its decision to terminate the agreement.

Accept, Excellency, renewed assurances of my highest consideration.

Beirut, June 18, 1954

Alfred Naccache

Minister of Foreign Affairs

and Emigrants

Honorable Raymond A. Hare,

Ambassador of the United States

of America,

Beirut.

1. Treaties and Other International Acts Series 2457; 3UST, pt. 2, p. 2843.
2. Should read "December 26, 1951." The agreement was effected by an exchange of notes dated Dec. 26, 1951, and Jan. 5, 1952; TIA 2639; 3 UST, pt. 4, p. 4751.
3. TIAS 2659; 3 UST, pt. 4, p.4860.
4. For the English language text of the annex, see ante.p. 1395.